

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-4356-7871		PAGE 1 OF 26	
2. CONTRACT NO. W912DW-05-P-0095		3. AWARD/EFFECTIVE DATE 28-Jan-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0021	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA A DEXTER				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6801	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD:6.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30 Days	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385		CODE G370F00		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE ANGELA DEXTER PH: 206-764-6801 FAX: 206-764-6817 ANGELA.DEXTER@US.ARMY.MIL SEATTLE WA			
17a. CONTRACTOR/OFFEROR TURFCARE LANDSCAPING AND LAWN MAINTENANC STEVE P. GRAUE P O BOX 533 DOVER ID 83825-0533 TEL. 208-265-4545		CODE 35EC8		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W66KQZ	
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,482.60	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>Written quote by Steve Grave</u> <input checked="" type="checkbox"/> OFFER DATED <u>19-Jan-2005</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS <u>SEE SCHEDULE</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		28-Jan-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 26

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT(<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

NOTES

Payment by Millington

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

Verbal confirmation was given on 25 January 2005 to Steve Grave.

Completion Date: 25 April 2005 from Receipt of Order.

Contracting Officer's Representative is Craig Brengle at 208-437-3133, ext 225

CF:

Contractor:	graue@televar.com
John Morelli:	CENWS- OD-AF
Craig Brengle:	CENWS- OD-AF
Michelle Reynolds:	CENWS- OD-AF
Angela Dexter	CENWS-CT-PR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$7,482.60	\$7,482.60
	TREE REMOVAL SERVICE FFP				
	Provide all labor, equipment and materials tree removal services at the Albeni Falls Project Recreation Areas including Albeni Cove, Vista, Priest River, Riley Creek and Springy Point, in accordance with the "Scope of Work and drawing " dated 29 December 2004.				
	PURCHASE REQUEST NUMBER: W68MD9-4356-7871				
				NET AMT	\$7,482.60
	ACRN AA Funded Amount				\$7,482.60

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 2520C83J5B000200 NA 96453
 COST 0000000000000
 CODE:
 AMOUNT: \$7,482.60

SCOPE OF WORK**TREE REMOVAL****ALBENI FALLS PROJECT****IDAHO****29 DECEMBER 2004**

GENERAL REQUIREMENTS. The Contractor shall provide all labor, equipment, materials and miscellaneous supplies required to remove trees marked as hazardous at the Corps of Engineers Recreation Areas including the Albeni Cove Recreation Area (one mile east of Oldtown, ID on Albeni Cove Road), the Priest River Recreation Area (one mile east of Priest River, ID, on Highway 2), the Riley Creek Recreation Area (one mile southwest of Laclede, ID) and the Springy Point Recreation Area (five miles southwest of Sandpoint, ID, at 3070 Lakeshore Drive). The Contractor shall be responsible for falling marked trees deemed as hazardous by Corps of Engineers Natural Resource Ranger, limbing fallen trees, bucking trees to a specified length, transporting and decking logs at a location near the Albeni Falls Dam resource shop as specified on the attached map, and removing and disposing of limbs, brush and other materials created as a result of falling operations. Decked logs shall be disposed of by the Government. The areas in which work is to be performed are developed recreation areas consisting of campgrounds, day use areas and associated features. Due to the nature of the recreation areas, the Contractor must be prepared to remove trees from locations that are near buildings, campsites and campsite features and roadways in a manner that preserves both the infrastructure and surrounding vegetation to the maximum extent possible.

SPECIFIC REQUIREMENTS. Trees deemed as hazardous have been marked in each recreation area with red flagging (see maps and size tables). The Contractor shall:

a. Fall all marked trees in a manner that preserves and prevents any damage to the surrounding infrastructure (i.e., buildings, tables, grills, bumper logs, water faucets, etc.). To the maximum extent possible, adjacent vegetation shall be preserved during the course of logging operations. If necessary, movable structures such as picnic tables shall be removed from the direction of tree fall. All attempts shall be made to avoid immovable objects by appropriate cutting techniques and judgment.

b. Trees smaller than six inches in diameter shall be limbed and bucked on-site to a suitable firewood length or, at the Contractor's discretion, cut to an appropriate handling length and disposed of off-site. Wood bucked and left on-site which blocks roads, trails, campsites, or other facilities shall be piled in a location off the particular facility.

c. Trees larger than six inches shall be limbed and bucked to a 16.5 foot log size. The Contractor shall calculate cuts that produce the maximum amount of merchantable timber from each tree within the specified bucking limits. Logs shall be skidded from the fall area and transported to a site at the Albeni Falls Dam resource shop marked on the map for storage. Logs shall be skidded in such a manner that damage to soils and surrounding vegetation will be minimized. Logs shall be decked in such a manner that the ends of the logs are more or less flush to facilitate scaling.

d. Stumps shall be cut flush to the ground. Any remaining butts may be left on-site.

e. Limb material greater than one inch in diameter or longer than three feet shall be removed from the area and hauled off-site for disposal. No material shall be left on roads, campsites, trails or other facilities. Material may be removed whole, chipped or otherwise transported. If chipping is utilized as a disposal method, the resultant chips shall be transported and disposed of off-site; chipped material shall not be left on the ground. Material shall not be raked into, dumped in, burned on or otherwise transported to other locations within the recreation areas. The cost of disposal shall be included in the contract price. Material shall be disposed of off-site in accordance with all local, State and Federal rules and regulations at the Contractor's expense. The Contractor is responsible for any and all permits and other permissions for disposal of the slash material.

f. Marked trees within the recreation areas shall be felled in such a manner as to avoid damage to unmarked trees or other vegetation. All trees and vegetation damaged during operations and determined to be unsafe by the COR shall be removed by the Contractor as stated above with no additional cost to the Government.

g. Trees marked with an arrow on the maps shall be felled in the general direction of the arrow and will be left whole and unlimbed.

h. The Riley Creek Recreation Area has recently undergone significant renovation. Extreme care shall be taken to prevent dropping or skidding of material on new facilities including roads, campsites, trails and other facilities.

i. At Albeni Cove, eight locations have been designated on the map for the placement of barrier logs. The contractor will haul one log to each of these locations and place the log in the general vicinity indicated on the map and by flagging on the ground. The Government will set the logs into their final positions. Log dimension for barrier logs shall be 16.5 feet long with a diameter of twelve to 16 inches on the large end. Logs shall be cut from trees dropped within the park during the removal operations.

PLAN OF OPERATION. Within five days after contract award, the Contractor shall provide the Contracting Officer's representative (COR) a Plan of Operation including:

- a. A list of all equipment to be used by the Contractor at the work sites.
- b. A list of vehicles, vessels and license plate numbers to be used during the course of the contract.
- c. Certificate of insurance. Insurance requirements are as follows:

Workers Compensation and Employers Liability. Contractors are required to comply with applicable Federal and State Workers Compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the contractor's commercial operations that it would not be practical to require this coverage. Employers liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers compensation to be written on private carriers.

General Liability. Bodily injury liability insurance coverage of at least \$500,000 per occurrence shall be written on the comprehensive form of the policy. Property damage liability insurance of at least \$500,000 per occurrence shall be written on the comprehensive form of the policy.

Automobile Liability. Automobile liability insurance shall be written on the comprehensive form of the policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,00 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality in sufficient coverage to meet normal and customary claims.

d. Complete work schedules for the contract period.

PERFORMANCE GUARANTEE. All work shall be completed prior to 15 April 2005. Extensions will not be allowed; however a contract term adjustment may be mutually agreed upon, under the following conditions: Contractor's operations experience interruption or delays due to extreme extenuating circumstances or catastrophic Acts-of-God.

PAYMENTS. Payment for services performed will be based on work items satisfactorily completed. Payment will be made only for actual services satisfactorily completed under this specification. Separate payments will not be made for the time spent in planning, mobilizing, or performing administrative work. An original invoice and three copies of the invoice shall be submitted to USACE Finance Center, CEFC-AO-P, 5720 Integrity Drive, Millington, TN, 38054-5005. Invoices shall include the contract number, item numbers, description of work, quantities, unit prices, and total prices. It is requested that a copy of each monthly invoice be sent to the COR.

EQUIPMENT. Completion of the specifications of this contract requires the use of heavy-duty, commercial-grade logging equipment operated by skilled and competent operators. Due to the nature of the sites, only rubber-tired equipment machinery will be allowed.

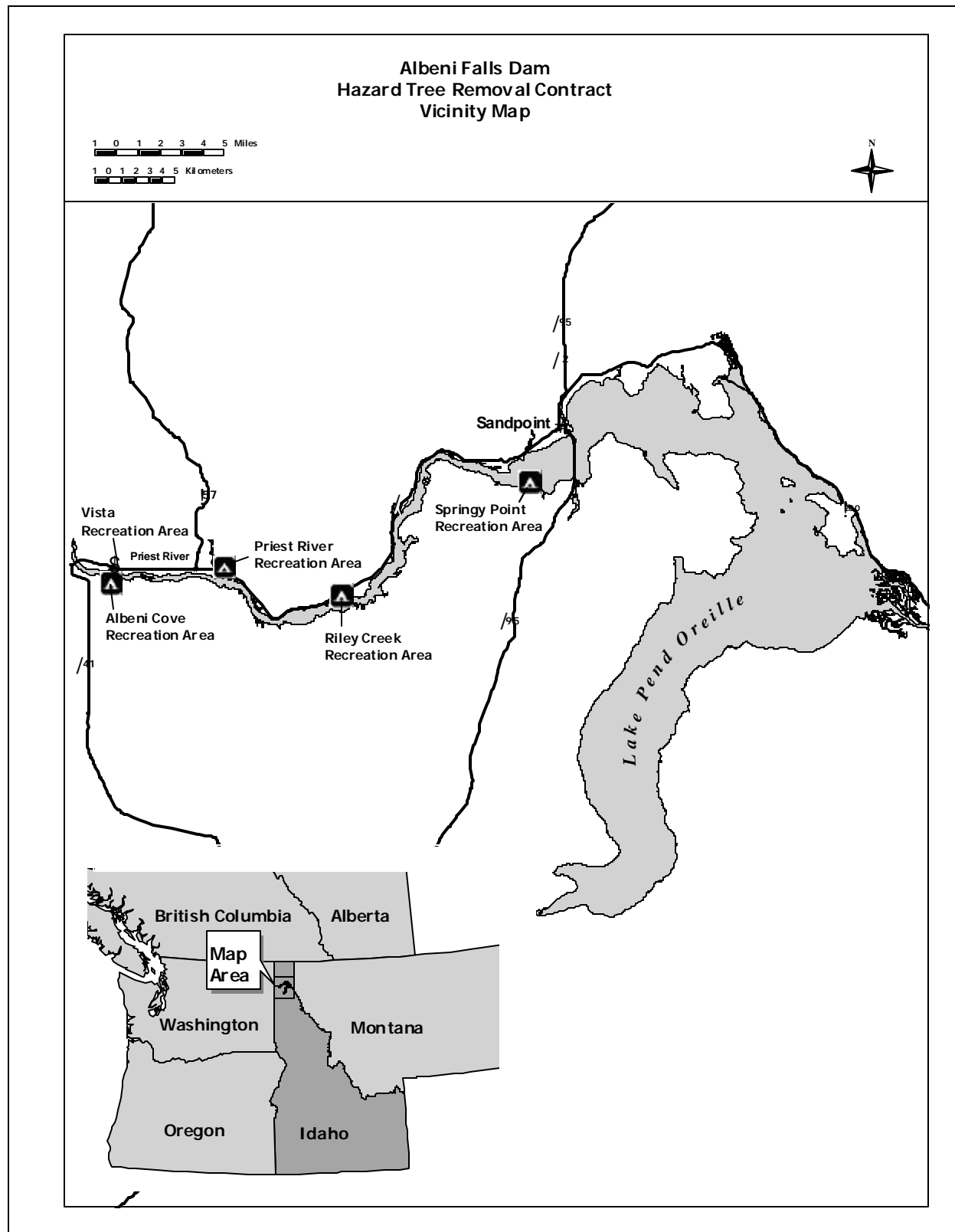
DAMAGES. The Contractor shall be responsible for restoring any Government facilities, structures or equipment damaged as a result of his/her operation. Reasonable care shall be used to avoid damage to structures and equipment in the recreation areas. Any such damage shall be repaired, items replaced or the damages repaired to the original condition at no cost to the Government. If the Contractor does not make such repair or replacement, the cost will be deducted from payments to be made to him/her.

RESTORATION OF LANDSCAPE DAMAGES. Any trees, shrubs, turf or other landscape features unreasonably scarred or damaged by the Contractor's equipment or operations shall be restored to a condition satisfactory to the COR. Skidding damage or ruts greater than two inches deep shall be restored to the original condition.

PUBLIC SAFETY. The areas in which the work is to be performed are highly utilized by the visiting public. During the closed season, the public is allowed into the recreation areas and may be onsite during Contractor operations. The Contractor shall ensure that reasonable precautions are taken to protect the public at all times where work is being performed. The Contractor shall immediately report to the COR any potential hazards found by his employees on the project. Equipment shall be operated and work performed with the safety of the public in mind at all times.

RESTROOM FACILITIES. Prior to the opening dates for the Albeni Cove, Priest River, Riley Creek, and Springy Point Recreation Areas, Government restroom facilities may not be available for use by Contractor personnel due to winterization procedures. The Contractor shall be responsible for ensuring his/her employees have access to adequate restroom facilities.

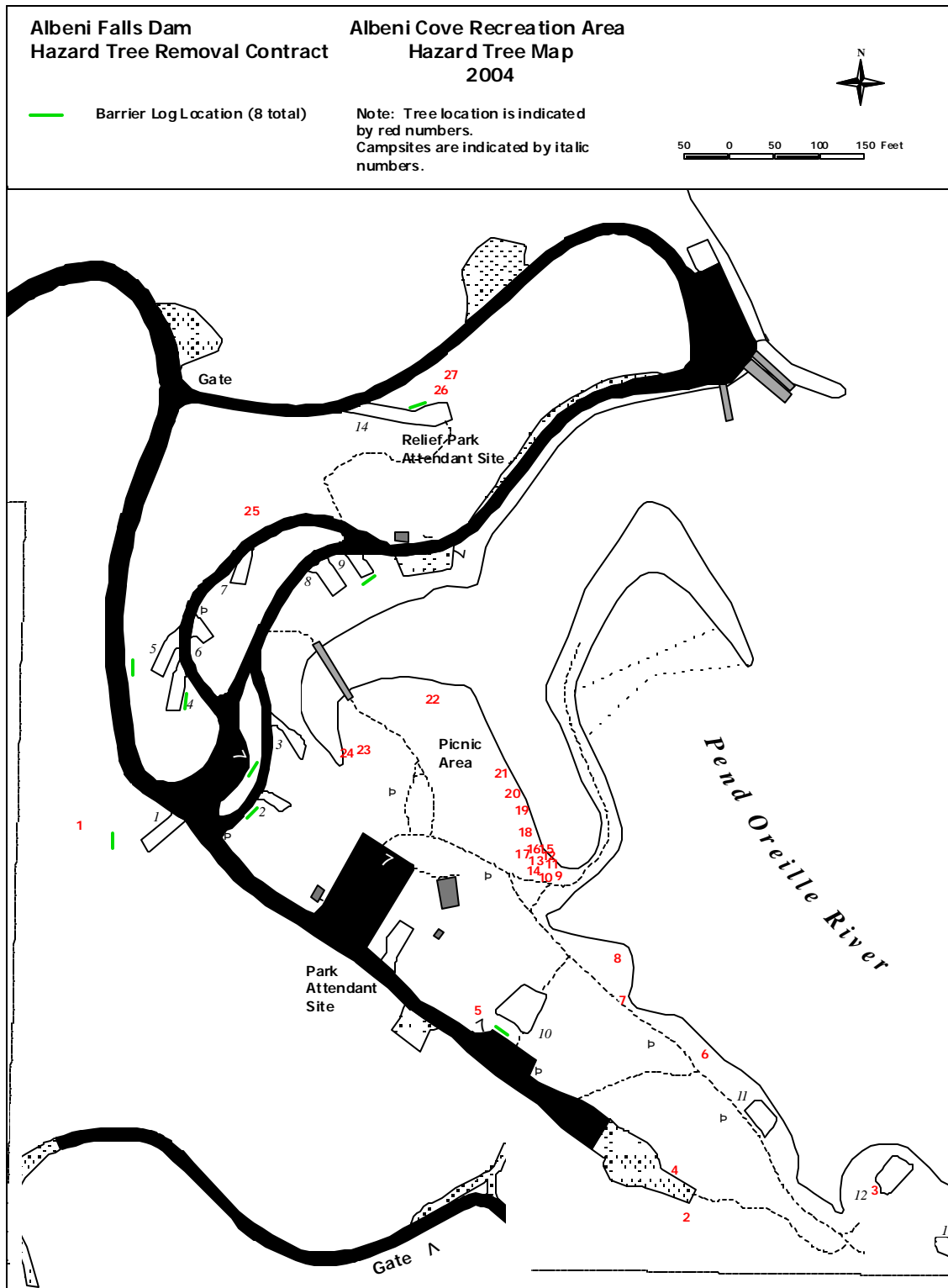
SAFETY STANDARDS. The Contractor shall comply with all applicable Occupational Safety and Health Act (OSHA) Standards, as well as the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, revised November 2003, as amended. Copies of EM 385-1-1 shall be provided to any Contractor by request, or copies may be picked up in person at the Albeni Falls Project Office.



**Albeni Falls Project
Hazard Tree Removal**

Recreation Area: Albeni Cove Recreation Area

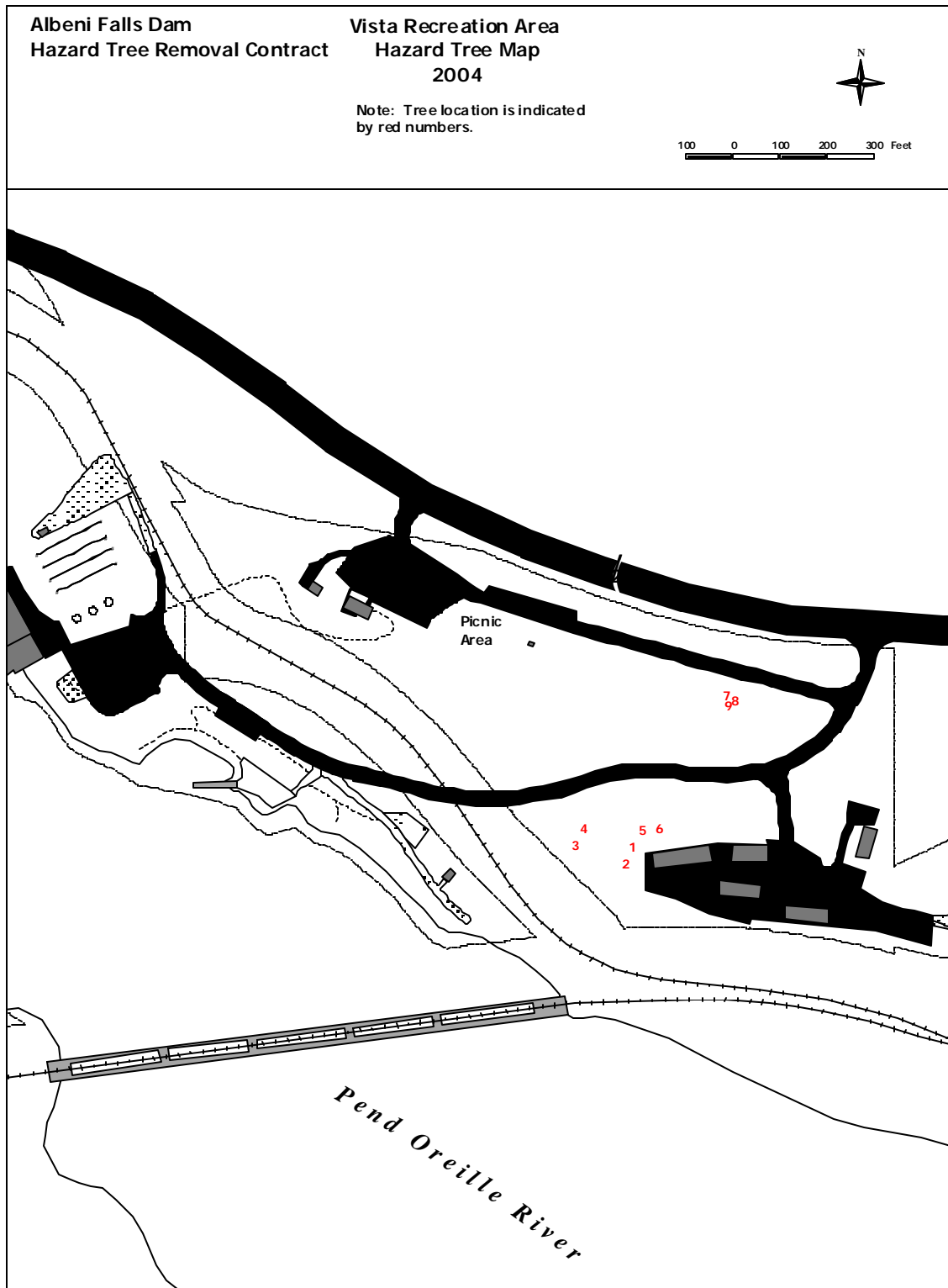
Id Number	Species	DBH (Inches)	Height (feet)
1	GRAND FIR	23	77
2	GRAND FIR	14	57
3	DOUGLAS-FIR	12	46
4	WESTERN LARCH	8	48
5	GRAND FIR	23	95
6	GRAND FIR	12	28
7	GRAND FIR	12	43
8	GRAND FIR	12	31
9	GRAND FIR	3	23
10	GRAND FIR	4	24
11	GRAND FIR	9	31
12	GRAND FIR	4	26
13	GRAND FIR	4	26
14	GRAND FIR	4	30
15	GRAND FIR	5	33
16	GRAND FIR	4	27
17	GRAND FIR	4	33
18	GRAND FIR	5	38
19	GRAND FIR	5	33
20	GRAND FIR	13	35
21	GRAND FIR	14	52
22	GRAND FIR	12	52
23	GRAND FIR	17	76
24	GRAND FIR	12	57
25	GRAND FIR	9	24
26	LODGEPOLE PINE	7	38
27	LODGEPOLE PINE	8	44



**Albeni Falls Project
Hazard Tree Removal**

Recreation Area: Vista Recreation Area

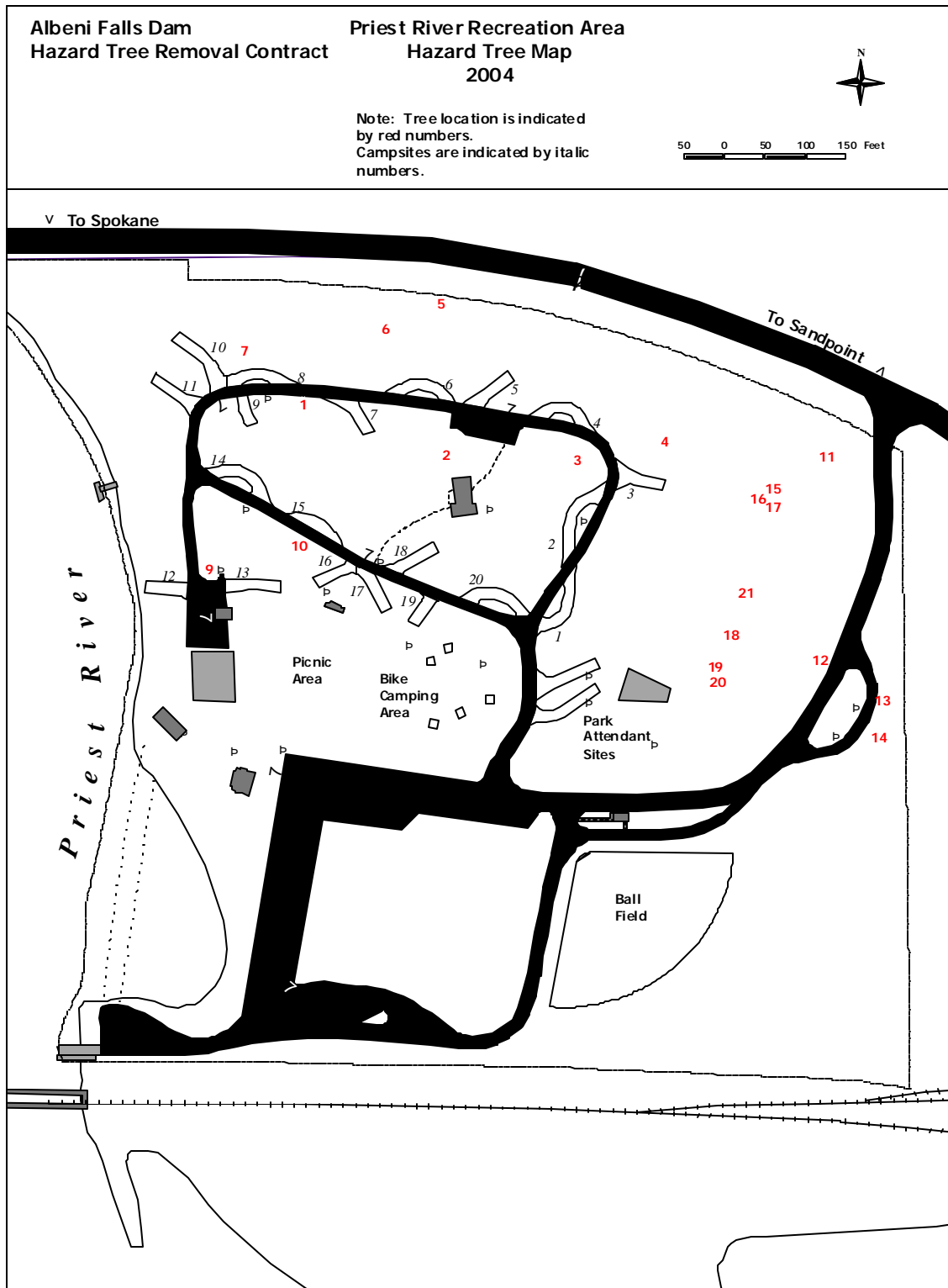
Id Number	Species	DBH (Inches)	Height (feet)
1	GRAND FIR	11	39
2	GRAND FIR	15	64
3	GRAND FIR	21	69
4	GRAND FIR	13	64
5	GRAND FIR	11	43
6	GRAND FIR	10	51
7	OTHER	7	36
8	OTHER	9	34
9	OTHER	11	42



**Albeni Falls Project
Hazard Tree Removal**

Recreation Area: Priest River Recreation Area

Id Number	Species	DBH (Inches)	Height (feet)
1	GRAND FIR	17	84
2	PONDEROSA PINE	17	60
3	GRAND FIR	17	89
4	GRAND FIR	6	30
5	GRAND FIR	17	70
6	GRAND FIR	10	49
7	GRAND FIR	6	43
8	GRAND FIR	16	58
9	GRAND FIR	11	49
10	GRAND FIR	25	94
11	PONDEROSA PINE	26	61
12	GRAND FIR	11	58
13	GRAND FIR	16	62
14	GRAND FIR	11	29
15	PONDEROSA PINE	22	88
16	PONDEROSA PINE	27	88
17	PONDEROSA PINE	20	89
18	PONDEROSA PINE	17	78
19	PONDEROSA PINE	24	95
20	PONDEROSA PINE	26	86
21	PONDEROSA PINE	17	78

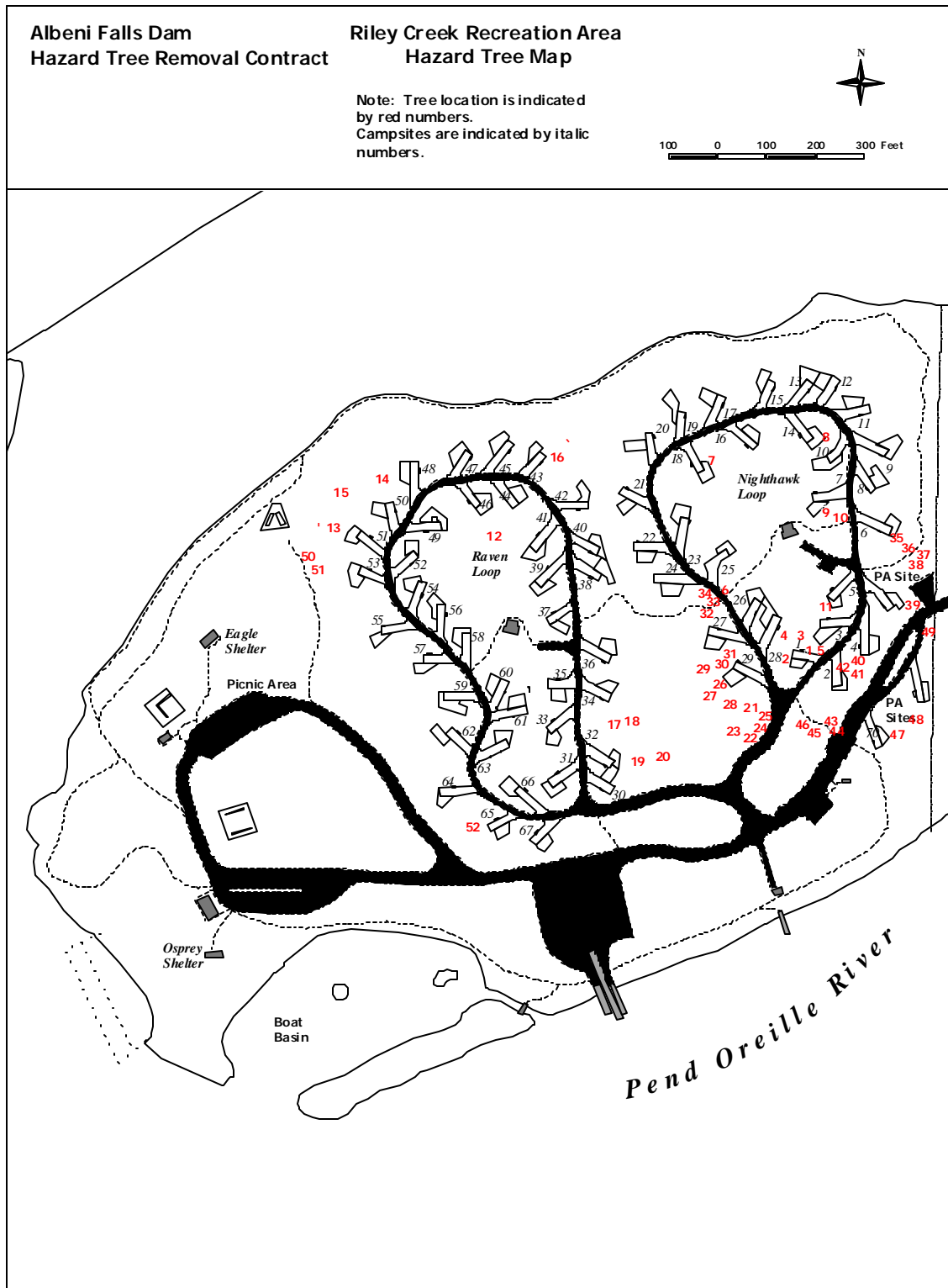


**Albeni Falls Project
Hazard Tree Removal**

Recreation Area: Riley Creek Recreation Area

Id Number	Species	DBH (Inches)	Height (feet)
1	GRAND FIR	7	41
2	GRAND FIR	13	68
3	GRAND FIR	7	39
4	DOUGLAS-FIR	6	25
5	GRAND FIR	13	57
6	GRAND FIR	10	52
7	GRAND FIR	14	58
8	WESTERN HEMLOCK	7	60
9	GRAND FIR	6	34
10	WESTERN WHITE PINE	18	26
11	GRAND FIR	13	65
12	DOUGLAS-FIR	15	74
13	GRAND FIR	14	60
14	GRAND FIR	17	68
15	GRAND FIR	10	43
16	GRAND FIR	10	41
17	GRAND FIR	9	55
18	GRAND FIR	15	64
19	GRAND FIR	18	76
20	GRAND FIR	14	69
21	GRAND FIR	11	59
22	GRAND FIR	13	68
23	GRAND FIR	10	57
24	DOUGLAS-FIR	8	40
25	GRAND FIR	9	53
26	GRAND FIR	15	64
27	GRAND FIR	9	55
28	GRAND FIR	13	60
29	GRAND FIR	7	24
30	GRAND FIR	17	77
31	GRAND FIR	9	33
32	GRAND FIR	7	28
33	GRAND FIR	4	24
34	GRAND FIR	8	32
35	WRC	6	29
36	GRAND FIR	13	59
37	GRAND FIR	9	47
38	GRAND FIR	14	56
39	DOUGLAS-FIR	11	41
40	GRAND FIR	9	49

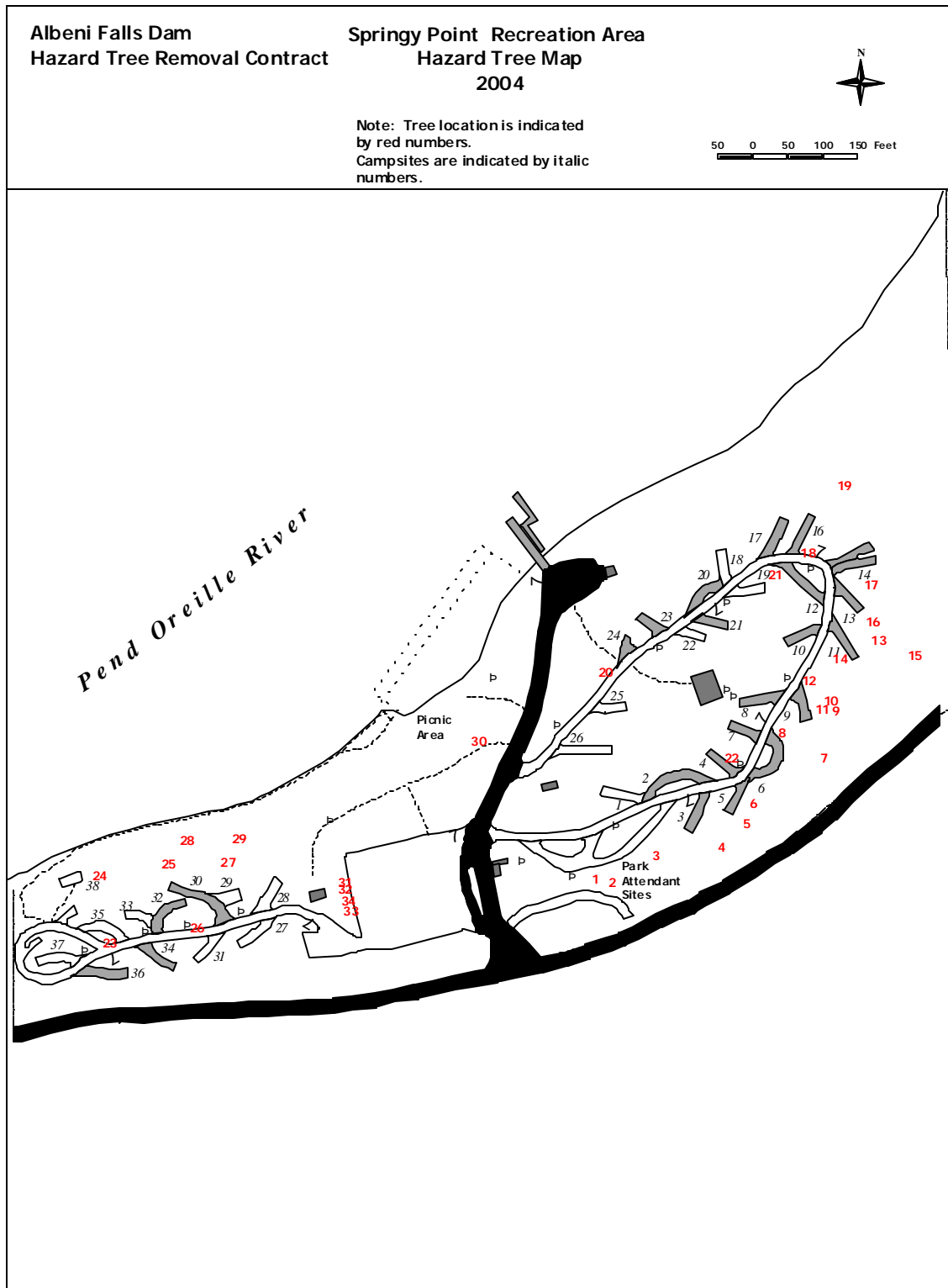
41	GRAND FIR	7	43
42	GRAND FIR	5	41
43	GRAND FIR	15	77
44	GRAND FIR	14	65
45	GRAND FIR	17	59
46	GRAND FIR	8	20
47	GRAND FIR	10	39
48	GRAND FIR	11	38
49	GRAND FIR	17	22
50	LODGEPOLE PINE	12	50
51	GRAND FIR	5	20
52	GRAND FIR	36	69

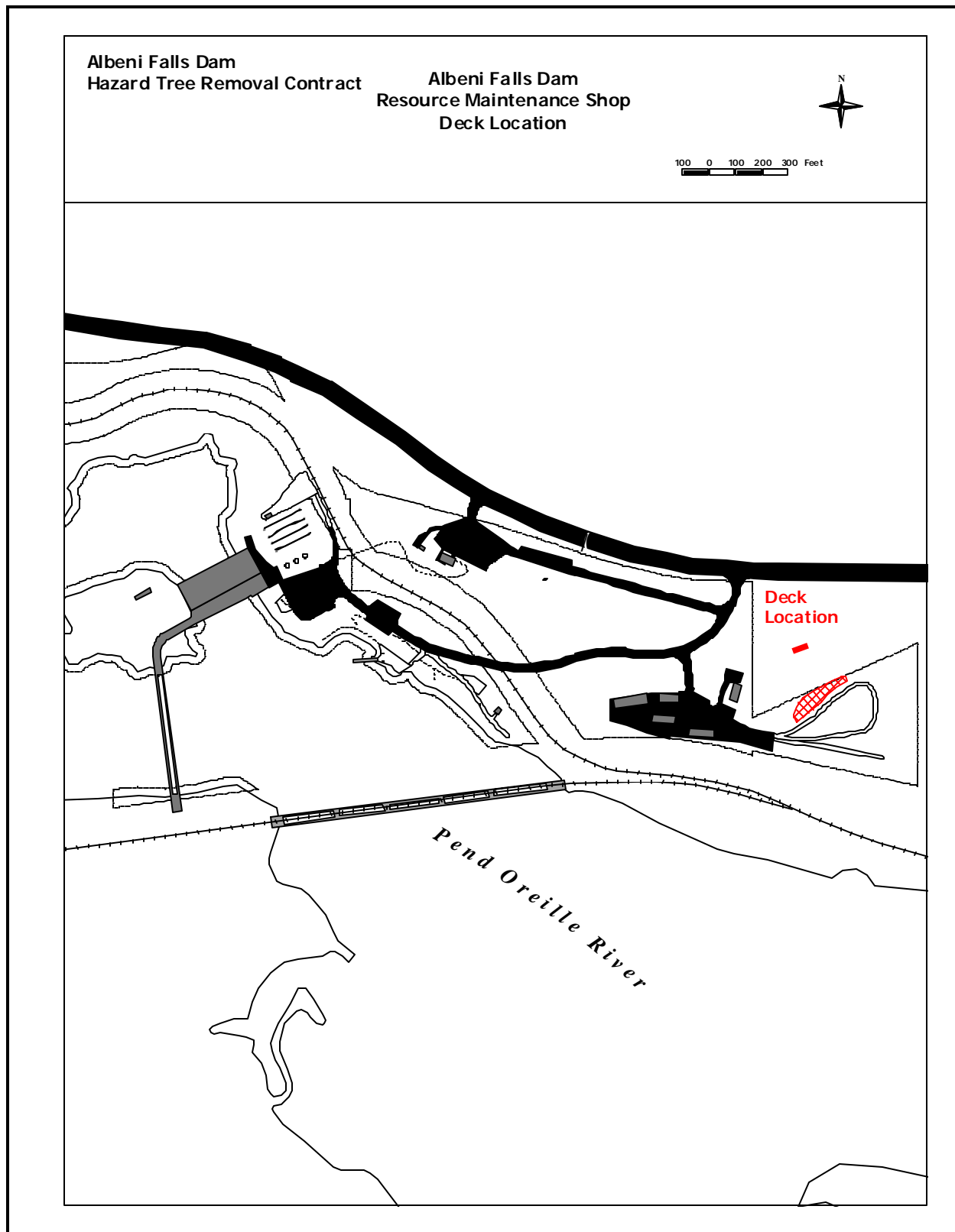


**Albeni Falls Project
Hazard Tree Removal**

Recreation Area: Springy Point Recreation Area

Id Number	Species	DBH (Inches)	Height (feet)
1	OTHER	7	44
2	LODGEPOLE PINE	9	40
3	WESTERN LARCH	6	35
4	WESTERN LARCH	6	39
5	WESTERN LARCH	7	45
6	OTHER	9	50
7	WESTERN LARCH	6	41
8	GRAND FIR	4	17
9	LODGEPOLE PINE	11	34
10	DOUGLAS-FIR	7	17
11	WESTERN LARCH	5	24
12	LODGEPOLE PINE	8	34
13	LODGEPOLE PINE	11	55
14	LODGEPOLE PINE	9	41
15	LODGEPOLE PINE	9	52
16	LODGEPOLE PINE	9	63
17	WESTERN LARCH	9	63
18	GRAND FIR	8	37
19	OTHER	8	39
20	GRAND FIR	14	62
21	OTHER	11	28
22	OTHER	6	37
23	WESTERN LARCH	19	69
24	WESTERN HEMLOCK	5	23
25	WESTERN HEMLOCK	15	38
26	GRAND FIR	11	44
27	LODGEPOLE PINE	17	41
28	GRAND FIR	11	50
29	LODGEPOLE PINE	5	26
30	OTHER	11	33
31	OTHER	8	32
32	OTHER	7	37
33	OTHER	8	30
34	OTHER	5	31





CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.236-7	Permits and Responsibilities	NOV 1991
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) to 52.219-5.

___(iii) Alternate II to (JUNE 2003) 52.219-5.

___(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-6.

___(iii) Alternate II (MAR 2004) of 52.219-6.

___(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-7.

___(iii) Alternate II (MAR 2004) of 52.219-7.

___(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I (JUNE 2003) of 52.219-23.

X (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

X_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X__ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X__ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X__ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X__ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☒ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (____Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

 x 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

 x 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (____Alternate III (May 2002).

 x 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

WAGE DETERMINATION NO: 94-2160 REV (16) AREA: ID, STATEWIDE
 REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2160
Director	Wage Determinations	Revision No.: 16
		Date of Last Revision: 06/11/2004

State: Idaho
 Area: Idaho Statewide

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.28
01012 - Accounting Clerk II	10.72
01013 - Accounting Clerk III	12.07
01014 - Accounting Clerk IV	13.18
01030 - Court Reporter	18.73
01050 - Dispatcher, Motor Vehicle	15.46
01060 - Document Preparation Clerk	10.83
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.83
01110 - Film/Tape Librarian	10.47
01115 - General Clerk I	9.18
01116 - General Clerk II	10.33
01117 - General Clerk III	11.34
01118 - General Clerk IV	12.46
01120 - Housing Referral Assistant	12.98
01131 - Key Entry Operator I	10.43
01132 - Key Entry Operator II	11.43
01191 - Order Clerk I	9.96
01192 - Order Clerk II	10.93
01261 - Personnel Assistant (Employment) I	9.85
01262 - Personnel Assistant (Employment) II	10.94
01263 - Personnel Assistant (Employment) III	12.18
01264 - Personnel Assistant (Employment) IV	13.52
01270 - Production Control Clerk	16.64
01290 - Rental Clerk	10.03
01300 - Scheduler, Maintenance	10.54
01311 - Secretary I	10.54
01312 - Secretary II	12.18
01313 - Secretary III	12.98
01314 - Secretary IV	14.41
01315 - Secretary V	15.99
01320 - Service Order Dispatcher	14.27
01341 - Stenographer I	16.25
01342 - Stenographer II	18.06
01400 - Supply Technician	14.41
01420 - Survey Worker (Interviewer)	8.97
01460 - Switchboard Operator-Receptionist	9.75
01510 - Test Examiner	11.69
01520 - Test Proctor	11.69
01531 - Travel Clerk I	9.79
01532 - Travel Clerk II	10.27
01533 - Travel Clerk III	11.14
01611 - Word Processor I	11.67

12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.94
12071 - Licensed Practical Nurse I	11.40
12072 - Licensed Practical Nurse II	12.77
12073 - Licensed Practical Nurse III	14.29
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	15.05
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.73
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.71
12224 - Nursing Assistant IV	12.01
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.94
12311 - Registered Nurse I	19.43
12312 - Registered Nurse II	22.14
12313 - Registered Nurse II, Specialist	22.14
12314 - Registered Nurse III	26.37
12315 - Registered Nurse III, Anesthetist	47.38
12316 - Registered Nurse IV	29.53
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.79
13011 - Exhibits Specialist I	12.41
13012 - Exhibits Specialist II	15.85
13013 - Exhibits Specialist III	18.81
13041 - Illustrator I	12.41
13042 - Illustrator II	15.38
13043 - Illustrator III	18.81
13047 - Librarian	17.05
13050 - Library Technician	10.47
13071 - Photographer I	11.51
13072 - Photographer II	14.71
13073 - Photographer III	16.49
13074 - Photographer IV	20.27
13075 - Photographer V	24.92
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.12
15030 - Counter Attendant	7.12
15040 - Dry Cleaner	8.36
15070 - Finisher, Flatwork, Machine	7.12
15090 - Presser, Hand	7.12
15100 - Presser, Machine, Drycleaning	7.12
15130 - Presser, Machine, Shirts	7.12
15160 - Presser, Machine, Wearing Apparel, Laundry	7.12
15190 - Sewing Machine Operator	8.90
15220 - Tailor	9.48
15250 - Washer, Machine	7.46
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	12.32
19040 - Tool and Die Maker	18.45
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.10
21020 - Material Coordinator	16.64
21030 - Material Expediter	16.64
21040 - Material Handling Laborer	10.54
21050 - Order Filler	10.95
21071 - Forklift Operator	11.89
21080 - Production Line Worker (Food Processing)	11.89
21100 - Shipping/Receiving Clerk	10.86
21130 - Shipping Packer	11.55
21140 - Store Worker I	9.04
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.55
21210 - Tools and Parts Attendant	11.89

21400 - Warehouse Specialist	11.89
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.70
23040 - Aircraft Mechanic Helper	12.63
23050 - Aircraft Quality Control Inspector	20.14
23060 - Aircraft Servicer	15.40
23070 - Aircraft Worker	16.30
23100 - Appliance Mechanic	13.55
23120 - Bicycle Repairer	9.30
23125 - Cable Splicer	19.84
23130 - Carpenter, Maintenance	13.76
23140 - Carpet Layer	14.70
23160 - Electrician, Maintenance	18.82
23181 - Electronics Technician, Maintenance I	16.76
23182 - Electronics Technician, Maintenance II	22.00
23183 - Electronics Technician, Maintenance III	26.06
23260 - Fabric Worker	14.67
23290 - Fire Alarm System Mechanic	15.70
23310 - Fire Extinguisher Repairer	13.58
23340 - Fuel Distribution System Mechanic	17.27
23370 - General Maintenance Worker	14.03
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.05
23430 - Heavy Equipment Mechanic	15.97
23440 - Heavy Equipment Operator	15.90
23460 - Instrument Mechanic	17.86
23470 - Laborer	10.54
23500 - Locksmith	15.90
23530 - Machinery Maintenance Mechanic	17.55
23550 - Machinist, Maintenance	14.92
23580 - Maintenance Trades Helper	10.91
23640 - Millwright	18.99
23700 - Office Appliance Repairer	16.60
23740 - Painter, Aircraft	14.91
23760 - Painter, Maintenance	14.60
23790 - Pipefitter, Maintenance	21.47
23800 - Plumber, Maintenance	19.04
23820 - Pneudraulic Systems Mechanic	17.27
23850 - Rigger	17.55
23870 - Scale Mechanic	15.36
23890 - Sheet-Metal Worker, Maintenance	15.39
23910 - Small Engine Mechanic	11.80
23930 - Telecommunication Mechanic I	17.78
23931 - Telecommunication Mechanic II	20.32
23950 - Telephone Lineman	17.78
23960 - welder, Combination, Maintenance	13.96
23965 - well Driller	18.05
23970 - Woodcraft Worker	17.55
23980 - woodworker	12.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.62
24580 - Child Care Center Clerk	11.91
24600 - Chore Aid	7.71
24630 - Homemaker	8.08
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.07
25040 - Sewage Plant Operator	14.90
25070 - Stationary Engineer	17.07
25190 - Ventilation Equipment Tender	12.63
25210 - Water Treatment Plant Operator	14.90
27000 - Protective Service Occupations	
(not set) - Police Officer	21.40
27004 - Alarm Monitor	12.39
27006 - Corrections Officer	18.00

27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	9.84
27102 - Guard II	13.71
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.93
28020 - Hatch Tender	14.93
28030 - Line Handler	14.93
28040 - Stevedore I	13.53
28050 - Stevedore II	16.28
29000 - Technical Occupations	
21150 - Graphic Artist	15.76
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.07
29024 - Archeological Technician II	15.74
29025 - Archeological Technician III	19.51
29030 - Cartographic Technician	16.29
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.12
29040 - Civil Engineering Technician	16.74
29061 - Drafter I	14.94
29062 - Drafter II	16.26
29063 - Drafter III	20.76
29064 - Drafter IV	23.22
29081 - Engineering Technician I	13.25
29082 - Engineering Technician II	14.44
29083 - Engineering Technician III	18.43
29084 - Engineering Technician IV	20.66
29085 - Engineering Technician V	24.25
29086 - Engineering Technician VI	25.57
29090 - Environmental Technician	21.18
29100 - Flight Simulator/Instructor (Pilot)	23.00
29160 - Instructor	20.84
29210 - Laboratory Technician	15.80
29240 - Mathematical Technician	22.25
29361 - Paralegal/Legal Assistant I	13.30
29362 - Paralegal/Legal Assistant II	15.58
29363 - Paralegal/Legal Assistant III	18.09
29364 - Paralegal/Legal Assistant IV	23.05
29390 - Photooptics Technician	23.22
29480 - Technical Writer	21.81
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	19.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.21
29622 - Weather Observer, Upper Air (3)	16.21
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.22
31260 - Parking and Lot Attendant	7.62
31290 - Shuttle Bus Driver	10.96
31300 - Taxi Driver	8.54
31361 - Truckdriver, Light Truck	11.47
31362 - Truckdriver, Medium Truck	12.56
31363 - Truckdriver, Heavy Truck	14.84
31364 - Truckdriver, Tractor-Trailer	14.84
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.63
99030 - Cashier	7.81

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99041 - Carnival Equipment Operator	8.84
99042 - Carnival Equipment Repairer	10.68
99043 - Carnival Worker	7.49
99050 - Desk Clerk	7.62
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	22.81
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	11.95
99510 - Recycling Worker	12.37
99610 - Sales Clerk	10.03
99620 - School Crossing Guard (Crosswalk Attendant)	9.96
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	16.62
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.11
99660 - Surveying Aide	11.26
99690 - Swimming Pool Operator	11.70
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	13.46
99740 - Vending Machine Repairer Helper	10.12

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) when preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage

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rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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